

**AGREEMENT**

**Between**

**THE CITY OF BEVERLY**

**and**

**BEVERLY POLICE ASSOCIATION,  
FOP / NJ Labor Council  
Revised August 18, 2008**

**January 1, 2008**

**through**

**December 31, 2010**

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## **PREAMBLE**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, between the **City of Beverly**, Burlington County, New Jersey (hereinafter called the "City") and the **Beverly Police Association - FOP / NJ Labor Council** (hereinafter referred to as the "Association").

**WHEREAS**, the City and the Association recognize and declare that providing quality police services is essential to the efficiency of the City and the health, safety and welfare of its citizens; and

**WHEREAS**, the City has an obligation to negotiate with the Association as the representative of the police of Beverly City; and

**WHEREAS**, the parties have reached certain understandings and desire to confirm this Agreement as follows:

## **ARTICLE I**

### **RECOGNITION**

The City recognizes that the Fraternal Order of Police Lodge #2 Beverly Police Officers Association an affiliate of the FOP-NJ Labor Council as the exclusive and sole representative of the Police Officers, Sergeants, Lieutenants, Captains of the Beverly Police Department for collective negotiations concerning the terms and conditions of employment .This recognition, however, shall not be interpreted as having the effect of abrogating the rights of employees as established under the laws of 1968, Ch 303 as amended.

The City of Beverly and the Beverly Police Officers Association are in compliance with the Public Employer- Employee Relations Act NJSA 34:13A-1 et sec as amended through P.L. 2003,c126 effective July 10<sup>th</sup>, 2003

## **ARTICLE II**

### **HOLIDAYS**

A. All full-time employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

B. Holiday compensation is computed at straight time rate basis and is part of the base annual compensation with all applicable deductions.

C. All full-time employees scheduled off on a holiday and called in on an emergency, or to work, shall be paid at a rate of time and one-half in addition to the regular holiday pay.

## **ARTICLE III**

### **PERSONAL DAYS**

A. All full-time police officers will receive three (3) personal days, with pay, per calendar year. Any personal days not used during the calendar year will be cancelled without any carry-over or other compensation.

B. Any police officer wishing to take a personal day must advise the Public Safety Director or his designee at least two (2) calendar days in advance of the requested time off.

An exception to this policy is in the case of an emergency at which time the Director or his designee may authorize the time without the prior notification and approval of the Director.

C. Where a personal day has been scheduled in the month of December, but must be cancelled due to the needs of the Department, the Public Safety Director **shall** allow that personal day to be carried forward into the following year, provided that it shall be used not later than March 31st of the following year.

D. When a full-time police officer, who is using a personal day fails to return a call from the Director of Public Safety on that personal day, it shall not constitute grounds for disciplinary action.

## **ARTICLE IV**

### **VACATION**

A. Vacation with pay shall be taken as follows:

1. All covered employees hired after the execution date of this Agreement shall receive one (1) day of vacation for each two (2) months of service during their first year of employment.
2. Covered employees with one (1) to five (5) years of service will receive twelve (12) days of vacation per year.
3. Covered employees with six (6) to ten (10) years of service will receive fifteen (15) days of vacation per year.

4. Covered employees with over ten (10) years of service will receive one (1) additional day of vacation per year of service up to twenty-one(21) vacation days per year maximum

B. An employee may accumulate unused vacation beyond the calendar year in which it is earned, but accumulated unused vacation must be used within one (1) calendar year after it is earned.

C. An employee retiring during a contract year shall be eligible for the full vacation pay for the year in which the retirement takes place..

D. Notwithstanding any other provisions of this paragraph, no covered employee shall receive fewer vacation days under this Agreement than he/she is presently receiving.

## **ARTICLE V**

### **SICK LEAVE & BEREAVEMENT LEAVE**

A. Each covered employee shall receive fifteen (15) days sick leave for each year of service. Unused sick leave may be accumulated from year to year until the employee leaves his/her employment with the City of Beverly. The accumulated sick time may be used without penalty at the time of retirement or by financial compensation at a straight time rate.

B. Sick leave shall be used solely for the employee's *bona fide* illness or the serious illness of an immediate family member.

C. Bereavement leave shall be granted to an employee not to exceed six (6) consecutive working days per bereavement leave for the death of an immediate family member. Bereavement leave of up to three (3) consecutive working days for the death of an extended family member including travel time. One day per year of sick leave may be used as bereavement leave for the death of an extended family member. An employee may use any

accumulated vacation or compensation time in conjunction to the allotted bereavement leave provided it is with the approval of the DPS or Chief Law Enforcement Officer.

D. For purposes of this Article V, an immediate family member shall mean a spouse, child, mother, father, sibling, mother-in-law, father-in-law, or grandparent, or any individual permanently residing in the employees household, to be considered for this the person must be permanently residing and a significant member of the house hold, which can be verified by drivers license, ID, voting registration, mail delivery, utility bill , or other documentation , as as verified by the DPS or Chief Law Enforcement Officer. An extended family member shall mean an uncle, aunt, brother-in-law, sister-in-law, niece, nephew, or grandparent-in-law.

E. The Director of Public Safety may require, in his sole discretion, submission of a death notice or other reasonable evidence of the death and relationship of the relative. Further, the Director, in his sole discretion, may permit additional sick leave to be used for bereavement purposes, up to a maximum of eight (8) days, in the event of the death of a spouse or a child.

## **ARTICLE VI**

### **HOURS OF WORK AND OVERTIME**

A. Hours of work shall be scheduled on a monthly basis by the Public Safety Director of the City of Beverly.

B. Overtime shall be paid at the rate of time and one-half the officer's regular straight time rate of pay for all hours over 80 worked including any approved leave time in any pay period. Overtime shall be paid at the rate of time and one-half the officer's regular straight time rate for all hours worked beyond the regular scheduled work day.

C. Any covered employee under this Agreement shall receive a minimum of two (2) hours of pay at their time and a half rate whenever required to attend any Court session, Official Hearing, or other Departmental related activity when normally scheduled off duty.

D. There shall be no compensation for telephone contacts unless the officer is actually directed to report-in for duty.

E. All covered employees shall devote their full time and attention to their employment with the City of Beverly as their primary and only full-time employment. Personal and sick days are not to be used to accommodate the schedule of outside employment. Officers may not accept employment as a security officer or other police-related employment outside of the geographical confines of the City of Beverly without the approval of the Public Safety Director and compliance with the guidelines set forth by the New Jersey Department of Community Affairs, Division of Local Government Services for outside employment of police officers and Attorney General Formal Opinion # 1997-23. All outside employment shall be subject to review and approval by the Public Safety Director with respect to its impact on the officer's primary employment. No officer shall work in an outside position during the twelve (12) hour period immediately prior to his report time for work at the City

F. Out side employment that is Police Department related i.e. Road Construction Details shall be authorized by the Director of Public Safety or Chief Law Enforcement Officer. The authorization for such employment and compensation shall be established by City Ordinance. The Officers working such details are compensated through the city payroll system at a fixed rate of \$50.00 per hour per the ordinance. If an officer is authorized to work in an other jurisdiction it shall be at the fixed rate or at a higher rate if that municipalities ordinance stipulates a higher amount.

G. Special " grant of forfeiture fund" details that may from time to time become available shall be compensated at the fixed flat grant rate of \$50.00 per hour. This includes but is not limited to "click it or ticket" " Seat Belt enforcement" Speed Enforcement" "DWI" or other grant programs that may become available to the City and/or the Police Department.

H. Leave for Union Business.

1. For any interest arbitration, contract negotiation or preparation therefore in accordance with NJSA 31:13a-15 et seq. the members of the negotiation team and necessary witnesses shall be released from duty with pay as is reasonably necessary. Members shall supply reasonable notice of such request for such leave provided there is no disruption of normal services.
2. The president of the bargaining unit or his designee shall have reasonable release time from duty with pay to handle and process grievances or other labor relations matters with representatives of the employer
3. Duly authorized representatives will be permitted to attend NJ State and National FOP Conventions in accordance with the provisions of NJSA 40A:14-177

## **ARTICLE VII**

### **DISCRIMINATION**

The City and the Association will not discriminate against any person because of race, creed, national origin, sex, religious persuasion, membership or non-membership in the Association, age, marital status or handicap.

## **ARTICLE VIII**

### **WAGES**

A. Covered employees who are current employees of the City will be paid in accordance with Attachment A attached to and made a part of this Agreement. It is the intent of this agreement to provide increases in compensation in each year of the contract over the previous year as follows:

In 2008, the increase shall be 3.25% over the 2007 compensation.

In 2009, the increase shall be 3.25% over the 2008 compensation.

In 2010, the increase shall be 3.25% over the 2009 compensation.

B. Employees shall be paid bi-weekly throughout the contract term.

C. Pay steps shall be as follows:

- (1) Recruit (first six months of employment)
- (2) Step One (6-12 months)
- (3) Step Two (12 -24 months)
- (4) Step Three (24 - 36 months)
- (5) Step Four (36-48 months)
- (6) Step Five (48-60 months)
- (7) Sergeant

D. Covered employees with the indicated years of experience with the City shall receive the following added annual retention compensation. The amount received shall become part of an adjusted base salary with all applicable deductions.

1. After completing five years of service the added retention compensation shall be five hundred (500) dollars.

2. After completing each additional year of service an additional one hundred (100) dollars shall be added.

E. The City will choose and make available to the employees a deferred compensation plan through payroll deduction which shall be fully paid for by the employees.

F. The increases in each year of this Agreement shall be effective on the anniversary date of the employee's hire, for employees on steps. For employees who have completed the step process, the increase shall be effective on January 1<sup>st</sup>. No employee shall receive a reduction in base pay due to any provision of this Agreement.

## **ARTICLE IX**

### **SENIORITY**

Except where New Jersey statutes require otherwise, in all cases of promotion, demotion, layoff, recall and vacation scheduling, employees with the greatest amount of seniority shall be given preference, provided in the case of promotion and recall that the employee is qualified to perform the work involved.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

A. A grievance is a claim by an employee based upon the interpretation, application, or violation of the Agreement. Any disciplinary penalty of five (5) days or less suspension, or any disciplinary penalty suffered by an employee in which the Civil Service Commission refuses to take jurisdiction, shall be subject to the grievance procedure under this Article.

B. The processing of the grievance shall not interfere with the continuity, efficiency or safety of operation.

C. The grievance shall be processed as follows:

1. An aggrieved employee, or the Association, shall institute action under the provisions hereof within fifteen (15) calendar days of the complaint thereof. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance. *REPLICA*
2. In the presence of a Association representative, should the grievant so desire, the aggrieved employee shall first discuss the grievance orally with the Public Safety Director. A decision shall be rendered within five (5) calendar days of said meeting.
3. If the grievance is not resolved to the employee's satisfaction within five (5) calendar days from the determination of the immediate supervisor referred to in Paragraph 2 above, the employee and/or the Association may submit the grievance to the City Administrator in writing, specifying:
  - a. the nature of the grievance;
  - b. the results of the previous discussions;
  - c. the basis of the dissatisfaction with the determination.

D. A copy of the writing called for in Paragraph 3 above shall be furnished to the Public Safety Director and to the Association. Within ten (10) calendar days of the receipt of the grievance (unless a different time is mutually agreed upon), the City Administrator shall hold a hearing at which all parties in interest shall have the right to be heard.

E. Within ten (10) calendar days of the hearing (unless a different period is mutually agreed upon), the Police Committee, with the advice of the City Administrator, shall, in writing, advise the employee and the Association of its determination, and shall forward a copy of said determination to the Public Safety Director.

F. In the event an employee is dissatisfied with the determination of the Police Committee, the employee and/or the Association shall have the right to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission as provided by law or, at his or her option, through the American Arbitration Association. A request for binding arbitration shall be made no later than ten (10) calendar days following the determination of the Police Committee. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and/or the Association and the City shall mutually agree upon a longer time period in which to assert such demand. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall also be without power or authority to add to, subtract, modify or amend the terms of this Agreement. The costs of the arbitration shall be borne equally between the parties.

## **ARTICLE XI**

### **MANAGEMENT RIGHTS**

A. Subject to the provisions of this Agreement, the City Council reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by city councils, and the management of a city, including, but not limited to, the right to:

1. The executive management and administrative control of the City government and its properties and facilities and the activities of its employees;

2. Hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;
3. Suspend, demote, discharge or take other disciplinary action for just cause.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of New Jersey and of the United States, and ordinances of the City of Beverly.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties or responsibilities under R.S. 40, 40A and 11, or any other national, state, county or local laws or ordinances.

## **ARTICLE XII**

### **MAINTENANCE OF STANDARDS AND RETENTION OF BENEFITS**

A. The City of Beverly and the Beverly Police Officers Association will negotiate in good faith the agreement setting forth terms and conditions of employment as set forth in NJSA 34:13A-16 et seq

B. It is understood by both the City and the Police association that the Collective Bargaining Agreements shall continue in full force and effect till a subsequent Agreement is reached. It is also understood that based on NJSA 34:13A et seq. that there will be no strikes or lockouts by either party. The rights of the City and the Association shall be

respected. The Provisions of this agreement establish a procedure for settlement of all questions regarding such rights which shall be observed.

## **ARTICLE XIII**

### **UNIFORMS**

A. The City of Beverly will provide uniforms to covered employees on an "as needed" basis upon initial hire, as determined by the Public Safety Director. Covered employees will receive an allowance for replacement uniforms, equipment and footwear that shall be paid as reimbursement to the employee upon the submission of a voucher with a receipt for the expenditure attached. Reimbursement will only be for items required as part of the on-duty uniform as specified by the Director of Public Safety. The list of approved items as of the date of this Agreement is attached as Attachment B. The list may be changed by the Director of Public Safety with the approval of the City Council Police Committee, after the Association is given an opportunity to comment on any proposed revisions. The Director may, with the approval of the City Administrator, exceed the limitation in special circumstances. The allowance shall be seven hundred fifty (750) dollars in the year 2008 and increase each seceding year by the amount of fifty (50) dollars to a maximum of eight-hundred fifty (850) dollars. At the beginning of the year when the City is operating on a temporary budget the amount that can be used is three (300) hundred dollars per officer until the Cities budget is approved at which time the remaining amount can be utilized.

B. The City shall provide dry cleaning for uniforms by means of a voucher system. This City shall contract with a dry cleaner for this purpose.

C. In accordance with the previous Agreement, the City agreed to purchase and has purchased for each officer of the Department a concealable body armor with a threat level of 3A, unless the officer chooses a lower threat level.

1. This armor was supplied to the officers currently employed in the Department and shall be supplied to any officer hired in the future, before graduation and the start of regular patrol duties.
2. This armor is to be replaced at a maximum of five (5) years from the date of issue, or when it becomes unsafe as a result of normal wear or exigent circumstances.
3. Any officer to whom body armor has been provided shall be required to wear the body armor whenever on duty.

## **ARTICLE XIV**

### **MILITARY LEAVE**

The City agrees to permit military leave in the way and manner required by law.

## **ARTICLE XV**

### **CONTINUING EDUCATION**

Any covered employee who has been employed by the City for at least two (2) years shall be eligible to receive continuing education reimbursement for successful attendance and satisfactory completion of direct job-related continuing education courses, or in the pursuit of a college degree. The reimbursement will be at a rate of tuition equal to the Community College Tuition Rate up to a maximum of one thousand (1000) dollars per semester. Reimbursement may be for tuition, books, and fees only. The degree program being sought must have as a major in Police Science, Public Administration, or Criminal Justice.

In order to be considered for reimbursement, the officer must, prior to registration for the course, provide the Public Safety Director with a complete course description, and the relationship of the courses required for the degree program if applicable or a statement of how

the course relates to the officer's duties and will enhance his skills. The entity giving the course and the location. The Public Safety Director and the City Administrator will then provide, in their discretion, written approval of the eligibility of the course for reimbursement. Upon completion of the course with a passing grade of "C" or better or receive a "Certificate of Attendance / Completion" to be eligible for such reimbursement. Reimbursement will require the appropriate documentation and receipts indicating the expenses paid. The expenses will then be reimbursed, provided that the officer has been on active duty with the City of Beverly during the full term of the course. No request for reimbursement will be unreasonably denied. However, failure to comply with the approval provisions of this paragraph may be a proper reason for denial.

The following stipends will be paid in December of each year acknowledging the officers completion of, or in the prior possession of, a college degree program/ diploma. Said payment shall be made ,separate from any previous promises with in the contact , and is not considered as an addition to base pay. Said payment shall also be made to an Officer, even if he/she starts their respected employment with the City of Beverly Police Department having already obtained or achieved said diploma prior to employment.

AA, AS , or AAS Degree      \$500.00

BA, BS                          \$1,000.00

Any employee utilizing this provision and receiving the benefit of this program and section shall commit to continued employment with the City of Beverly for a period of two(2) years after completion of the semester that has been reimbursed. If an individual leaves the employment of the City of Beverly, said employee shall reimburse the City of Beverly the full amount of any reimbursement received under the two (2) year commitment.

## **ARTICLE XVI**

### **HEALTH PLAN**

A. A health insurance plan will be provided by the City which will include a prescription co-pay plan. The City is presently a participant in the NJ State Health Benefits Program. The City reserves the right to change insurance plans and/or carriers, so long as substantially-similar benefits are provided. It is specifically agreed and stipulated that the Health Plan and co-payment schedule shall be revised in accordance with the information provided to the Bargaining Unit, attached hereto as Attachment C, effective immediately upon ratification of this Agreement.

B. All covered employees shall be enrolled in a Disability Insurance Plan to be outlined.

C. Any covered employee retiring after twenty-five years of creditable service with in the PFRS retirement system or other retirement as permitted by law shall be entitled to and receive the same benefits offered to active employees at the time of retirement. The employee and his/her eligible dependents shall be covered. If the employee reaches the age of Medicare eligibility, then Medicare becomes their primary coverage and the Cities becomes the secondary.

D. Each covered employee will contribute one quarter of one per cent (.25%) of the employee's base pay as a contribution to the cost of medical benefits. This sum shall be deducted from the employee's bi-weekly pay.

E. The City will offer a special "Juvenile Diabetes" benefit in accordance with Attachment D.

F. The City shall supply the SHBP full dental coverage plan with no cost to the employee.

G. The City shall supply at no cost to the employee a comprehensive Vision Coverage Plan that includes an eye examination every two years. This is for members whose present health care plan does not include a vision benefit provision In addition, an amount of up to three (300) hundred dollars for eye wear or contact lens purchases to be reimbursed every two(2) years

## **ARTICLE XVII**

### **MISCELLANEOUS PROVISIONS & CLAUSES**

#### A. Temporary Disability Insurance

The institution of the Temporary Disability Insurance benefit program as contained in the New Jersey State Health Program will be provided.

#### B. Retirement

Employees who are actively employed at the time of their retirement will be permitted to use without penalty or receive financial compensation comparable to their current rate of pay for any unused or accumulated vacation, compensatory, sick leave accumulated.

If the active employee wishes a cash payment of sick leave time at time of retirement, they shall receive a payment of one-half value up to a maximum of seven thousand five hundred (7,500) dollars

#### C. Representation fee

I. Any permanent employee in the bargaining unit on the effective date of this agreement who does not join the Union with in 30 days there after, and any new permanent employee who does not join within 30 days of employment or re-employment with in the unit as a condition of employment shall pay a representation fee. The representation fee shall be an amount equal to 85% of the regular Union membership dues, fees, and assessments. The representation fee shall be by automatic payroll deduction. The Unions entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit.

2. The Union agree that it will indemnify and save harmless the Employer against and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Employer at the request of the Union under this article

#### D. Discipline, Suspension, Appeals

##### 1. Discipline,

a) All disciplinary matters within the Police Department shall be in accordance with the Attorney Generals Guidelines.

b) No permanent employee shall be disciplined, demoted, or discharged without just cause. Any such disciplinary or discharge proceeding, or any complaint shall be processed in accordance with the laws, the AG's guidelines, the policy of the police department and the currant collective bargaining agreement. Employees shall have the right to counsel, union representation, and the rights as defined by "the Law Enforcement Protection Act" , "Weingarten", "Garrity" , and " Laundermill" decisions.

##### 2. Suspensions;

Any member disciplined for any departmental charges shall be entitled to a hearing. Nothing in the agreement shall limit or deny the right to hearing as it may be available in other circumstances pursuant to applicable law.

##### 3 Appeals

All appeals of disciplinary actions shall comply with applicable law. Minor disciplinary action ( under 5 day suspension) may be appealed through the Collective Bargaining Agreement grievance procedure.

Major disciplinary action ( 5 day suspension or more) shall not be subject to the Collective Bargaining Agreement procedure.

## **ARTICLE XVIII**

### **NOTICE**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, the same shall be given at the following addresses:

1. If by the Association, to the City at:

Clerk-Administrator  
City of Beverly  
446 Broad Street  
Beverly, NJ 08010

2. If by the City, to the Association at:

FOP / NJ Labor Council  
108 West State Street  
Trenton, NJ 08608

-and-

Beverly Police Association  
446 Broad Street  
Beverly, NJ 08010

## **ARTICLE XIX**

### **SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XX**  
**FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

**ARTICLE XXI**

**DURATION**

The terms and conditions of this Agreement shall continue in effect from January 1, 2008 through December 31, 2010, and from year to year thereafter, unless either party shall notify the other, in writing, ninety (90) days prior to the expiration date, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date, and this Agreement shall remain in full force and effect during the period of negotiation and until notice of termination of this Agreement is provided to the other party.

**FOR THE ASSOCIATION:**

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President (BPA)

**FOR THE CITY OF BEVERLY:**

---

, Mayor

**Attest:**

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**Secretary**

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**Barbara Sheipe, RMC, City Clerk**

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**Council President**